

Attorney's Docket No.:06610-120002

REMARKS

Reconsideration and allowance of the above referenced application are respectfully requested.

The informalities in claim 3 have been obviated.

Claim 4 stands rejected under 35 USC 112, second paragraph, as being indefinite. Claim 4 has been amended herewith for definiteness.

Claims 1-3 stand rejected under 35 USC 103 as allegedly being unpatentable over Echeita, et al.. Initially, the indication that claim 4 represents allowable subject matter is appreciatively noted, and claim 4's amended into independent form herewith and should hence be allowable.

Claims 1 and 2 are canceled in order to obviate the rejections thereto. Responding to the previous (now moot) response to arguments, it is agreed that Rahmati, et al. teaches an error resolution procedure, however that error resolution procedure is not precisely the same as claimed since it is not carried out in a clearinghouse as claimed. Even though claims 1 and 2 are canceled, it is believed that this should clarify the previously-made statements.

Claims 1 and 3 are canceled, and claim 4 is allowable. This leaves only the rejection of claim 3. The response to arguments refers to claim 3, and states that Echeita, et al. shows data being coordinated with a particular commercial spot

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Attorney's Docket No.:06618-120002

In column 5 lines 10-20, column 5 line 20 continues, however, claim 3 defines something very different than Echeita. Claim 3 advertising segment "correlated with content of the advertising segment". Content of the advertising segment the advertising segment itself. Echeita does not correlate with the content.

Column 5 lines 43-53 of Echeita, et al. does teach reconciliation data. However, referring to the exact words, the reconciliation data is "coordinated with a particular commercial spot and encoded into data packets that accompany the data packets that form the actual advertisement" (emphasis added). Note that these data packets are coordinated with, and accompany the data packets. Nowhere is there any teaching or suggestion however, that they are correlated with content of the advertising segment. Note that the advertising reconciliation data apparently simply includes "the date on which the advertisement was broadcast, the time at which the advertisement was broadcast, the duration of the advertisement that was broadcast, the contract number, the borderline number of the contract, the make good status of the advertisement, the range of the time period to be aired, and the spot number identifying the actual advertisement". See column 5 lines 8-14. This is not data that is correlated with the content of the advertisement, but rather is data that is correlated with the

Attorney's Docket No.:06618-120002

information about billing for the advertisement.

Therefore, and for these reasons, claim 3 should be allowable. Nothing in the prior art teaches or suggests that the security information is correlated with the content of the advertising segment, as claimed. By correlating with the advertising content, a "spoof" or the like, is prevented from simply adding the wrong data to the wrong commercial, and spoofing the system. For example, if the Echeita, et al. system were used, someone could simply add the reconciliation data packets to the wrong commercial, and thereby fool the system. By making those data packets "correlated with the content of the advertising segment" as claimed, this becomes more difficult.

It is believed that all of the pending claims have been addressed in this paper. However, failure to address a specific rejection, issue or comment, does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above are not intended to be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this paper should be construed as an intent to concede any issue with regard to any claim, except as specifically stated in this paper, and the amendment of any claim does not necessarily signify concession of unpatentability of the claim prior to its amendment.

Attorney's Docket No.: 06618-120002

Applicant asks that all claims be allowed. Applicant believes no fee is due however, please apply any other charges or credits to Deposit Account No. 06-1050.

Respectfully submitted,

Date:

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Scott C. Harris
Reg. No. 32,030

Fish & Richardson P.C.
PTO Customer Number: 20985
4350 La Jolla Village Drive, Suite 500
San Diego, CA 92122
Telephone: (858) 678-5070
Facsimile: (858) 678-5099
10509684.doc